



CALIFORNIA COMMUNITY FOUNDATION  
NONPROFIT AGENCY NON ENDOWED FUND

This Agreement is made this 13 day of September in the year 2012, between Westchester Streetscape Improvement Association, a California nonprofit public benefit corporation having its principal office in the City of Los Angeles and State of California (the "Agency"), and the California Community Foundation, (the "Foundation"), a California nonprofit public benefit corporation having its principal office in the City of Los Angeles and State of California, to create a philanthropic and charitable fund.

1. **Creation of Fund.** The fund hereby created shall be known as the Westchester Streetscape Project Fund (the "Fund"). The Fund will initially consist of a cash deposit by or on behalf of the Agency of the sum of One Million Dollars (\$1,000,000). All money and property transferred to the Fund shall be an irrevocable transfer to the Foundation.

2. **Management of Fund.** The Foundation shall hold, manage, invest and reinvest the Fund, shall collect the income and shall make distributions from the Fund exclusively for general charitable uses and purposes and in accordance with the provisions specified in the Articles of Incorporation of the Foundation. The Articles of Incorporation have been adopted by the Board of Directors of the Foundation, and their provisions, as they may be amended from time to time, are hereby incorporated by reference and conclusively assented to and adopted. The phrase "charitable uses and purposes" shall be defined as all of those activities, uses and purposes described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code").

3. **Distributions from the Fund.** The Agency is the beneficiary of the Fund. The Agency shall have the right to make withdrawals from the Fund by delivery of written notice to the Foundation not more frequently than monthly as needed to pay costs and expenses incurred by or on behalf of the Agency to plan, design, engineer, finance, construct, install, supervise, inspect, and pay applicable fees for the Westchester Streetscape Project contemplated by the Amended and Restated Development Agreement dated as of November 2, 2011, and entered into by and between the City of Los Angeles and BRE/MHK HHL, LLC, (the "Development Agreement"). Distributions from the Fund shall be made within ten (10) days after the

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Foundation's receipt of such written notice(s) and otherwise in accordance with the spending policy established by the Board of Directors of the Foundation. In the event there is a balance remaining in the Fund (including accrued interest) upon completion of the Westchester Streetscape Project, the Agency may direct that such balance be transferred into the Westchester Streetscape Project Maintenance Fund at the Foundation.

The Agency may request, at any time, that the Foundation disburse up to one hundred percent (100%) of the Fund to the Agency. Distribution requests on behalf of the Agency are to be authorized by the president of WISA and the Executive Director of the Westchester Town Center BID.

4. **Costs of Administration.** The Foundation shall charge fees to the Fund in accordance with the Fee Schedule adopted from time to time by the Foundation's Board of Directors. The Fee Schedule in effect as of the date of this Agreement is attached as Attachment A.

5. **Reporting.**

The Foundation shall provide quarterly reporting of all disbursements to the Agency.

6. **Component Part and Not a Donor Advised Fund.** It is intended that the Fund shall be a component part of the Foundation as defined in Section 1.170A-9(f)(11) of the Income Tax Regulations and that nothing in this Agreement shall affect the status of the Foundation as an organization (i) described in Section 501(c)(3) of the Code and (ii) which is not a private foundation within the meaning of Section 509(a) of the Code. The Fund shall meet the requirements of a single entity designated fund under Section 4966(d)(2)(B)(i) of the Code and shall not be a donor advised fund under Section 4966(d) of the Code. This Agreement shall be interpreted in a manner consistent with the foregoing intention and to conform to the requirements of the foregoing provisions of the Federal tax laws and any regulations issued thereunder.

7. **Status of Foundation.** All transfers of property under this Agreement are subject to the condition that the Foundation, as of the date of transfer, is classified in good standing by

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the Internal Revenue Service as an organization (i) described in Section 501(c)(3) of the Code and (ii) which is not a private foundation as defined in Section 509(a) of the Code.

8. **California Law.** The Fund created by this Agreement shall be administered in and under the laws of the State of California, and this Agreement and the validity thereof shall be governed by and construed in accordance with the laws of the State of California.

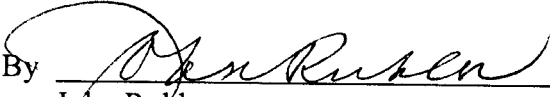
9. **Variance Power.** The Fund is protected from obsolescence. If, in the sole judgment of the Board of Directors of the Foundation, the purposes for which the Fund was created ever become unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community served by the Foundation, the Foundation's Board of Directors may, after advising Agency in writing at least thirty (30) days advance, modify any restriction or condition on the use or distribution of the income and principal of the Fund.

10. **Preferred Successor.** If for any reason Agency ceases to function and/or becomes unable to perform its obligations under this Agreement or with respect to the Westchester Streetscape Project contemplated by the Development Agreement, the Foundation's Board of Directors may consider whether Westchester Town Center Business Improvement District ("WTC BID") may be an appropriate successor to this agreement. If the Foundation's Board of Directors makes the determination that WTC BID is an appropriate successor agency, WTC BID shall for all purposes be considered the "Agency" for purposes of this agreement.


11. **3<sup>rd</sup> Preferred Successor.** If for any reason WTC BID / Agency as described in Paragraph 10 above, ceases to function and/or becomes unable to perform its obligations under this Agreement or with respect to the Westchester Streetscape Project contemplated by the Development Agreement, the Foundation's Board of Directors may consider whether the then local City Council District Office may be an appropriate successor to this agreement. If the Foundation's Board of Directors makes the determination that the local City Council District Office is an appropriate successor agency, then that Office shall for all purposes be considered the "Agency" for purposes of this agreement.

IN WITNESS WHEREOF, the Agency and the Foundation have executed this Agreement as of the date first above written.

WESTCHESTER STREETSCAPE  
IMPROVEMENT ASSOCIATION:

By   
John Ruhlen  
President

CALIFORNIA COMMUNITY FOUNDATION:

By   
Nichole D. Baker  
Vice President, Development & Donor  
Relations